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**Total Pages Including Cover Sheet:** 4

**Date:** February 2, 2009

**Attention:** Hon. Steven C. Shane

**Company/Firm:**

**Fax Number:** 859-431-3100

**Client Number:**

**From:** Jesse R. Lipcius  
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**Regarding:**

**Please deliver this information immediately upon receipt to the person named above.  
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**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

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TERESA A. SAGER,

CASE NO.: 2:08cv1006

Plaintiff,

vs.

Judge John D. Holschuh  
Magistrate Judge Mark R. Abel

FINANCIAL RECOVERY SERVICES, INC.

Defendants.

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**RULE 68 OFFER OF JUDGMENT OF FINANCIAL RECOVERY SERVICES, INC.**

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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendant Financial Recovery Services, Inc. ("Defendant"), by and through its undersigned attorneys, hereby submits this Offer of Judgment ("Offer"), which offers to allow judgment to be taken against it and in favor of Plaintiff Teresa A. Sager ("Plaintiff"), as follows:

1. Judgment shall be entered against Defendant in the amount of Two Thousand Dollars and 00/100 (\$2,000.00), arising from Plaintiff's claims against Defendant as alleged in Plaintiff's pleadings filed in the above captioned matter.

2. The judgment entered shall include an additional amount for Plaintiff's reasonable attorney fees and costs incurred by Plaintiff in connection with the claims alleged in the herein matter. Said amount for attorney fees and costs shall be agreed by counsel for the parties, or determined by the Court upon application by Plaintiff's counsel, subject to objection and response by Defendant's counsel, if counsel are unable to reach an agreement. Plaintiff's

reasonable attorney fees and costs shall be limited to time and amounts expended on Plaintiff's claims in this matter through the date of Plaintiff's receipt of service of this Offer.


3. The judgment entered in accordance with this Offer is to be in total settlement of any and all claims by Plaintiff and/or potential claims that could have been brought by Plaintiff in this matter against Defendant or any of its employees and/or agents.

4. Notwithstanding the foregoing Offer, Defendant denies any wrongdoing or violation of state or federal laws, but admits liability for the sole purposes of settlement and resolution of Plaintiff's claims sought in the above-captioned matter as described more fully herein. If Defendant's Offer is accepted, Plaintiff agrees to dismiss and release all claims Plaintiff has or could have brought in this action against Defendant and/or any of its employees or agents, which arise from the transaction and form the base of Plaintiff's claims, including the facts set forth in Plaintiff's pleadings filed in this matter, including any claims for costs, attorney fees, statutory penalties, damages and interest.

5. If Plaintiff rejects this offer, pursuant to Rule 68, Defendant may seek to recover any additional costs and disbursements incurred in the defense of Plaintiff's claims, then accrued at the conclusion of this case, if applicable. Also, Plaintiff must pay Plaintiff's own costs and attorney fees incurred after making this Offer, as well as the costs of Defendant. *See, O'Brien v. City of Greens Ferry*, 873 F.2d 1115, 1120 (8th Cir. 1989); *Jordan v. Time, Inc.*, 111 F.3d 102 (11th Cir. 1997).

DATED this 2<sup>nd</sup> day of ~~January~~ <sup>February</sup>, 2009.

Respectfully submitted:

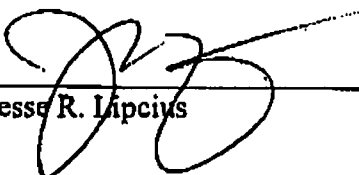
  
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Trial Attorneys for Defendant Financial  
Recovery Services, Inc.

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Offer of Judgment was served via facsimile and ordinary mail service, postage prepaid, this 2<sup>nd</sup> day of January, 2009, upon:

Hon. Steven C. Shanc  
321 Fairfield Avenue  
P.O. Box 73067  
Bellevue, KY 41073

  
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Jesse R. Lipcius